

Mayor
JOE L. PICCOLO
City Attorney
NICK SAMPINOS
City Recorder
SHERRIE GORDON
City Treasurer
SHARI MADRID
Finance Director
LISA RICHENS



185 EAST MAIN • P.O. BOX 893 • PRICE, UT 84501
PHONE (435) 637-5010 • FAX (435) 637-7263
www.pricecityutah.com

City Council
WAYNE CLAUSING
RICK DAVIS
KATHY HANNA-SMITH
LAYNE MILLER
MILES NELSON

PUBLIC NOTICE OF MEETING

Public notice is hereby given that the City Council of Price City, Utah, will hold a Regular Meeting in the Council Chambers, 185 East Main, Price, Utah, at 5:30 PM on 09/09/2015. The Mayor reserves the right to modify the sequence of agenda items in order to facilitate special needs.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. PUBLIC COMMENT
4. COUNCILMEMBERS REPORT
5. RESOLUTION 2015-17- Consideration and possible approval of Resolution 2015-17 adopting eligibility dates and waiting periods for group medical insurance and authorizing staff to implement the same as soon as practicable. Ref. Memo to City Council dated September 2, 2015
6. JONES AND DEMILLE ENGINEERING-PHASE 2 LOWER ELEVATION RESERVOIR PROJECT - Addendum #07-15, attached, to 2007 General Engineering Services Agreement. Phase 2 involves site selection, geo-technical review, storage analyses, facilities review, permitting review, technical report and public involvement planning. Estimated fees \$40,000.
7. PUBLIC HEARING - Public hearing to receive input on the proposed 2016-2017 Price City Capital Improvement Plan and the subsequent four (4) year proposed projects and purchases.
8. RESOLUTION - Consideration and possible approval of a Resolution 2015-18 adopting the 2016-2017 Capital Improvement plan, including the proposed Storm Water Utility (SWU) rates.
9. PUBLIC HEARING - Public hearing to receive input on the potential contribution of the proceeds from the International Days Golf Tournament to local charitable groups and entities.
10. PRESENTATION OF INTERNATIONAL DAYS GOLF TOURNAMENT PROCEEDS TO LOCAL CHARITIES - Presentation of approved donations from the proceeds of the International Days Golf Tournament to local area charitable and civic projects.

CONSENT AGENDA

11. MINUTES -
 - a. August 26, 2015 City Council Meeting
 - b. September 4, 2015 City Council Workshop
12. 1900 EAST PHASE I: AIRPORT ROAD TO 300 NORTH (Project 1C-2015)—Approval of UDOT Local Government Contract Modification for additional construction engineering services from JUB Engineering for the additional work required to secure the rights of way for the project: \$13,894.32. New contract total: not to exceed \$128,994.16 (Budgeted).
13. BID RECEIPT AUTHORIZATION - Authorization to advertise and continue to receive real property purchase bids for the previously surplus real property located at approximately 75 East 500 North consistent with prior development plans.
14. BUILDING PERMIT FEE WAIVER - Consideration and possible approval of a fee waiver for a

- building permit for Carbon County relative to installation of a TV tower on Wood Hill. Building Permit still required, fee waiver only. Estimated fee waiver amount of between \$400-\$500.
15. PRECISION CONCRETE CUTTING - It is proposed that the City enter into an Agreement to remove tripping hazards on selected City concrete sidewalks. Precision is a sole source provider for this type of service utilizing patented methods of concrete cutting. The City will pay to Precision, for services performed, the rate of \$26.95 per inch-foot, not to exceed a total of \$10,000 (budget). See agreement attached.
 16. BUSINESS LICENSES - First & For Most at 44 West Main and Blue Mountain Auto Sales, LLC at 1375 South 100 East
 17. TRAVEL - Russell Seeley, 2015 American Public Works Association (APWA) Fall Conference and Storm Water Expo., October 6-7, 2015, Sandy, Utah.
 18. COMMITTEES
 - a. WATER RESOURCES
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROGRESS - CULTURE CONNECTION
 - d. INTERNATIONAL DAYS
 19. UNFINISHED BUSINESS
 - a. Recycling

I, Sherrie Gordon, the duly appointed and acting Recorder for Price City, hereby certify that the foregoing City Council Agenda was emailed to the Sun Advocate. The agenda was also posted in City Hall, the City's website at www.priceutah.net, and on the Utah Public Meeting Notice Website <http://www.utah.gov/pmn/index.html>. This meeting may be held electronically via telephone to permit one or more of the council members to participate.

Note: In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this meeting should contact Sherrie Gordon at 185 E. Main Price, Utah, telephone 435-636-3183 at least 24 hours prior to the meeting.



MEMORANDUM

TO: Mayor, City Council

FROM: John Daniels

Distributed via email
09/02/2015 by J. Daniels

DATE: September 2, 2015

SUBJECT: Group Medical Insurance Effective Dates and Waiting Periods
*Reissue of memorandum dated August 28, 2015 to correct Resolution number
from 2015-13 to 2015-17*

Executive Summary

Currently employee and dependent coverage for group medical insurance by PEHP; begins 30 days after an employee is hired and ends on the employee or dependents ineligibility date. It is recommended that the effective ending date for medical insurance coverage be changed to the end of the month in which the employee terminates employment for whatever reason, or eligibility otherwise ends. This recommended change will be on the agenda for the City Council Meeting scheduled for September 9, 2015. Fiscally, this extension of coverage will not increase the budget, although from a literal perspective the decision has the unlikely possibility to increase costs.

Detail

Employee and dependent medical insurance coverage eligibility, effective dates, and waiting periods are governed by the Personnel Policy and Procedure Manual. In Section XVII: Benefits Part 3 C of that manual, it establishes that: *“Eligibility, effective dates, and waiting periods shall be determined and maintained as contracted with benefit providers and approved by the City Council”*. Currently the agreement with our medical insurance provider, PEHP, establishes that coverage begins 30 days after an eligible employee is hired and ends on the employee’s termination date or date a dependent becomes ineligible.

Ending coverage on the date of ineligibility, or birth date, for adult children of employees may result in non-compliance with the Patient Protection and Affordable Care Act (ACA). Final regulations and guidance on the ACA from the Internal Revenue Service (IRS) and other government agencies determined dependents include adult children through the entire month in which they turn age 26 (reference IRS Section 4980H). Price City is subject to the shared responsibility or “Employer Mandate” portion of the ACA, and thus we are subject to penalties for failure to provide affordable, compliant benefits to dependents. Ending eligibility of dependents on their 26th birthday results in lack of coverage for that month and given the ACA definition of dependent could expose Price City to financial penalties. Therefore, it would be prudent to extend eligibility for dependents to meet the definition in the ACA.

Continuing coverage through the end of the month when a dependent turns 26 while only continuing coverage to the termination date for all other employees may appear unfair to the

workforce. While a policy difference like this is compliant with all laws, I recommend a consistent approach is easier to administer and is in harmony with our Price City values. Therefore, it is my recommendation that coverage continue through the end of the month in which ineligibility occurs, regardless of the reason for ineligibility. This consistency is not just easier to understand for employees, easier to administer for staff, but it appears fair and less arbitrary.

I have contacted PEHP and they have advised that they will allow us to implement this change to continue eligibility through the month in which ineligibility occurs, for all employees and dependents. Making such a change mid-year requires PEHP's written consent.

Recommendation

Adopt Resolution 2015-17 authorizing the change from terminating coverage on the ineligibility date to the end of the month in which the member is ineligible, AND direct staff to implement the change with PEHP as soon as practicable.

Please direct your questions regarding this proposal and the attached resolution to me.

Cc: Dana Young – Benefits Specialist
Nick Sampinos – City Attorney
Lisa Richens – Director Finance

RESOLUTION NO. 2015-17

A RESOLUTION ESTABLISHING ELIGIBILITY DATES AND WAITING PERIODS FOR COVERAGE UNDER PEHP GROUP MEDICAL INSURANCE PLANS PROVIDED BY PRICE CITY

WHEREAS, it is in the public interest to provide employee group medical insurance benefits to eligible employees, spouses, and dependents of Price City; and

WHEREAS, it is necessary to establish eligibility criteria for group medical insurance, including eligibility dates and waiting periods in accordance with applicable laws, insurance provider allowances, and the will of City Council; and

WHEREAS, Price City has determined that it is necessary to extend the coverage period of medical insurance for employees, spouses, and dependents through the month in which they become ineligible. All other eligibility and waiting periods shall remain as presently constituted.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Mayor and Price City Council as follows:

Section 1. That the waiting period for medical insurance coverage applicable to eligible newly hired employees continues to be at 30 days after date of hire.

Section 2. Medical insurance coverage shall continue through the end of the month in which an employee, spouse, or dependent becomes ineligible.

Section 3. All other eligibility and waiting period criteria applicable to group medical insurance shall remain as presently constituted.

Section 4. Mayor and delegated Price City staff are authorized to undertake all necessary actions to implement this resolution as soon as reasonably practicable.

Section 5. Nothing in this Resolution modifies current agreements, plan documents, or plan certificates with the exception of Section 2 above.

Section 6. Repealer: Coverage ending on the date of ineligibility is hereby specifically repealed upon implementation and the provisions of any other Price City ordinances or resolutions in conflict herewith are hereby repealed.

Section 7. Severability: The provisions of this Resolution and the provisions adopted or incorporated by reference are severable.

Section 8. In the opinion of the City Council of Price City, it is necessary for the preservation of the peace, health, and safety of the City and the inhabitants thereof that this Resolution takes effect as soon as practicable after its approval and adoption.

PASSED AND ADOPTED by the City Council of Price City, State of Utah, this 9th day of September, 2015.

PRICE MUNICIPAL CORPORATION

Joe L. Piccolo, Mayor

Attest:

Sherrie Gordon, City Recorder



CORPORATE

1535 South 100 West
Richfield, UT 84701
435.896.8266

50 South Main, Suite 28
Manti, UT 84701
435.835.4540

1675 South Highway 10
Price, UT 84501
435.637.8266

45 South 200 West (45-13)
Roosevelt, UT 84066
435.722.8267

Broadstone Building #3
765 East 340 South, Suite 104
American Fork, UT 84003
801.692.0219

435 East Tabernacle, Suite 302
St. George, UT 84770
435.986.3622

16 East 200 South #D
Monticello, UT 84535
1.800.748.5275

September 3, 2015

Gary Sonntag, P.E.
Public Works Director
Price City
185 East Main Street
Price, UT 84501

RE: Addendum #07-15 | Price River Watershed Council ■ Lower Elevation Reservoir
Planning & Design | Phase 2 Site Selection | Scope of Work

Dear Gary:

We appreciate the opportunity to provide professional engineering and related services to Price City and the Price River Watershed Council. This addendum has reference to the General Services Agreement between Price Municipal Corporation and Jones & DeMille Engineering dated January 24, 2007.

The first project being considered by the Watershed Council is the lower basin reservoir. Other improvements may follow.

The Phase 1 site identification study has been completed by our firm. It identified 10 potential reservoir sites in the Helper and Price City areas. The Council selected the potential reservoir sites at Garley Canyon, Warehouse Canyon and East Helper as the top three possibilities. These sites would be investigated in more detail in Phase 2 of the study efforts.

SCOPE OF WORK

As reviewed with the technical committee, we recommend that we narrow the finalist field from three down to a single site as soon as possible in order to make sure the \$300,000 in appropriated funds can be stretched. The scope of work required to make this selection is as follows:

1. Initial Geotechnical Review

- a. This task would include a site assessment consisting of a *literature review* of existing data (maps, photographs, etc.) associated with the sites. Primary sources of information may include the Utah Geological Survey, the U.S. Geological Survey, and the previous investigations conducted near the site. Emphasis will be placed on identifying existing information about surficial geology and bedrock (stratigraphy and structure), geologic hazards (landslides, potentially active faults, seismicity, and liquefaction), geotechnical data, and soil survey data.
- b. Using information collected from a literature review, we would conduct a *reconnaissance-level site visit* in order to assess mapping of various geologic units/formations at each dam site that are likely to impact and/or effect dam construction and identify areas where additional geologic/geotechnical data

collection will assist in conceptual design efforts. We would then compile and summarize the results of our initial geologic assessment regarding potential fatal flaws, if any, as part of a project team meeting. If appropriate, we would provide recommendations for alternate dam location(s) within in the focus area of each site. As part of this task, we plan to meet and discuss our findings and using this background information work with you to develop the teams preferred reservoir site and help refine further studies needed to begin conceptual design work.

2. Preliminary Storage Analyses

- a. It is critical the technical committee and Council understand the conceptual storage options based on differing dam heights and locations. GIS analysis would be utilized to generate conceptual storage volumes based on multiple dam configurations. Public domain aerial imagery and DEMs will be used for these analyses.

3. Conceptual Facilities Review

- a. Feeder pipeline alignment. Pipeline alignments would be evaluated for permitability and constructability. Land ownership, topographic constraints, preliminary sizing analysis and other critical considerations would be evaluated.
- b. Outlet pipeline alignments. Connectivity to downstream water users would be evaluated for feasibility.
- c. Recreation benefits and options. Garley and Warehouse Canyon sites would be evaluated relative to potential recreational benefits.
- d. Roadway access. It is critical the reservoir site be accessible and useful to the general public. Options will be evaluated.
- e. Electrical services. The new reservoir and potential recreational improvements would require electrical services. Transmission and distribution power lines would be identified.
- f. Land ownership and right-of-way. The property owners along the pipeline alignments and reservoir sites would be identified and reviewed with the technical committee to generally identify the likely alignments.

4. Conceptual Permitting Feasibility Review

- a. It is likely that a portion of the sites will be on BLM administered land. Potential impacts to resources will be evaluated via a desktop GIS shape file review in order to assess the likelihood of permitting the reservoir with an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).
- b. A pre-application meeting will be held with the Price Field office of the BLM in order to obtain initial direction from the agency regarding the permissibility of the reservoir.



5. Site Selection Recommendation Technical Report

- a. A summary report would be prepared that addresses the forgoing topics and provides a recommendation to the Council and technical committee regarding the most feasible site. Detailed technical analyses should not begin until these critical site issues are evaluated at a conceptual level.

6. Initial Public Involvement Planning

- a. A strategic communications specialty firm would be brought onto our team in an effort to plan the public and media outreach efforts. It is critical that facts be distributed early and often in order to minimize rumors and negative publicity. An initial public informational open house would be held in order to begin the process. Additional expenditure will be required in future phases.

The scope of Phase 3 of the study will be refined as Phase 2 is completed and we have the single site selected. We will be able to zero-in on the detailed geotechnical evaluations and begin looking at many other specific aspects.

SCHEDULE

We understand that Phase 2 needs to move very quickly in order to be able to complete the geotechnical field work before the weather creates inefficiencies for drilling operations. The geotechnical and site evaluation scope elements will be completed by September 30. The appropriated funds must be spent prior to June 30, 2016, so the efforts must move along very efficiently.

FEES

We have been working closely with Gerhart Cole, a geotechnical engineering specialty firm, to compile the forgoing scope to preliminarily evaluate reservoir sites without spending a significant portion of the funding. We will be working with the strategic communication specialty firm in coming days to discuss the Phase 2 scope and anticipate future needs. All other services will be provided by the technical staff of J&DE. The following table shows the itemized, estimated fees for the Phase 2 analyses.

Scope Element	Fee
1. Initial Geotechnical Review (lump sum)	\$6,000
2. Preliminary Storage Analyses	\$8,000
3. Conceptual Facilities Review	\$10,000
4. Conceptual Permitting Feasibility Review	\$3,000
5. Site Selection Recommendation Technical Report	\$3,000
6. Initial Public Involvement Planning	\$10,000
Phase 2 TOTAL	\$40,000

These services, unless noted above, will be completed on a unit/hourly basis. Any adjustments to the scope of work or additional engineering services would also be completed according to the attached standard hourly rates.



CLOSURE

We appreciate and look forward to the opportunity to work on this important project. Our team has the proven capabilities to complete this work in a timely and efficient manner. Please review this proposal and let us know if there are any questions or concerns.

Sincerely,

JONES & DEMILLE ENGINEERING, INC.



Brian Barton, P.E.
Principal

cc: 1508-242

Approval to Proceed:

PRICE MUNICIPAL CORPORATION

Joe L. Piccolo, Mayor

Date

Attest: Sherrie Gordon, City Recorder Date



ENGINEERING SERVICES HOURLY RATES

As of April 1, 2015


Principal Professional Engineer	\$	160.00
Senior Professional Engineer	\$	130.00
Structural Engineer	\$	120.00
Professional Engineer	\$	110.00
Senior Project & Field Manager	\$	105.00
Project Engineer In Training	\$	90.00
Engineering & Lab Technician Intern	\$	50.00
CAD Manager.....	\$	120.00
Senior CAD	\$	104.00
GIS Manager.....	\$	90.00
GIS Technician	\$	80.00
CAD	\$	70.00
Principal Professional Land Surveyor.....	\$	160.00
Professional Land Surveyor	\$	105.00
Senior Survey Technician	\$	97.00
Survey Technician	\$	75.00
1-Person GPS Survey Crew	\$	130.00
2-Person GPS Survey Crew	\$	195.00
3-Person GPS Survey Crew	\$	260.00
1-Person Robotic Total Station Crew	\$	112.00
2-Person Robotic Total Station Crew	\$	185.00
3-Person Robotic Total Station Crew	\$	250.00
Environmental Scientist	\$	100.00
Senior Lab & Field Observation Technician	\$	93.00
Lab & Field Observation Technician II	\$	85.00
Lab & Field Observation Technician I	\$	65.00
Senior Project Accountant	\$	110.00
Project Accountant	\$	80.00
Accounting & Office Manager	\$	80.00
Office Technician	\$	55.00
Vehicle Mileage	<i>per mile</i>	\$ 0.575
4 Wheeler Rental.....	<i>per day</i>	\$ 140.00
4 Wheel Rhino	<i>per day</i>	\$ 200.00
Professional Sub-consultants		Cost + 15%

NOTICE OF PUBLIC HEARING

Price City will hold a public hearing to review and evaluate the proposed capital improvement projects and purchases for the 2016-2017 fiscal year and following 4 year period as well as the projected future periods. The public hearing will be held on Wednesday, September 9th, 2015 at 6:00pm in the Council Chambers at 185 East Main Street. For additional information contact Nick Tatton at 636-3184.

Published in the Sun Advocate September 1, 2015.

Mayor
JOE L PICCOLO
City Attorney
NICK SAMPINOS
Community Director
NICK TATTON
City Recorder
LAURIE TRYON
Finance Director
LISA RICHENS



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MILES NELSON

Price City

UTAH'S CASTLE COUNTRY!!

**PRICE CITY
CITY COUNCIL MEETING
AGENDA DOCUMENTATION**

Preparation Date: 8-15-15	Submitting Department: Community Development
Meeting Date: 9-9-15	Department Director: Nick Tatton
	Presenter: Nick Tatton

Subject:	Annual Capital Improvement Plan (CIP).
Purpose Statement:	Establish the annual CIP program for Price City and document grant submissions, specifically to the Utah Permanent Community Impact Fund Board (CIB). The CIB requires that a public hearing be held, the hearing has been properly advertised and the projects for the year, specifically those scheduled to be presented to the CIB, must be individually discussed and recorded in the meeting minutes.
Background &/or Alternatives:	Nothing specific is an alternate course of action.
Attachments:	Copy of resolution to adopt the annual CIP, copy of CIP as evaluated and prepared by the CIP committee; copy of public hearing notice.
Fiscal Impact:	2016-2017 fiscal year: estimated to be \$2,018,303 (\$168,360 less than last year) in total Price City expenditures, including grant match funds, direct projects and purchases and debt service on preexisting projects/purchases. Total 2016-2017 capital expenditures of \$3,216,663. (\$91,640 more than last year)
Staff Impact:	Included in day to day activities for grant writing, proposal solicitations, etc.
Legal Review:	Mr. Sampinos has reviewed the resolution and approved it as to form.
Recommendation:	It is the recommendation of staff to accept the CIP and authorize the resolution.
Suggested Motion(s):	<ol style="list-style-type: none"> 1. Move to approve RESOLUTION NO._____, AN ANNUAL RESOLUTION ESTABLISHING THE MULTI-YEAR PRICE CITY CAPITAL IMPROVEMENT PLAN. 2. Move to authorize the Mayor and City Recorder to sign the resolution on behalf of Price City. 3. Move to authorize staff to implement the CIP plan, as adopted, including preparation and submission of funding applications, procurement of bids and proposals for purchases and projects.
Other Comments:	<p>Note that the resolution includes the following items:</p> <ol style="list-style-type: none"> 1. Includes the required setting of the fiscal year rates for the storm water utility, they are estimated to be set at the mid-level charge; 2. Includes the continued policy recommendation that all purchases of equipment and vehicles be completed in the 1st 6 months of the fiscal year to better accommodate budget schedules.

Please also be advised that the CIP committee considered the plan including the following information and recommendations:

1. The vehicle purchase that have 'snowballed' will be purchased prior to year 1 of this plan, in the 2015-2016 fiscal year.

2. The committee suggests that the Mayor and Council strongly consider imposing a fee schedule and structure for use of the Price City ball fields.
3. The issue of delayed maintenance has impacted the plan. Projects need to be completed and purchases need to be made when scheduled to mitigate the 'snowball' effect (#1 above) and increased costs to Price City.
4. The CIP committee suggests the Mayor and Council consider the quantity of services provide across all city departments as well as the nature of each service and the 'need' in the community for the services. Service provision without revenue source is negatively impacting the ability to schedule and complete projects and purchases necessary for the base operation of Price City.

RESOLUTION #_____

AN ANNUAL RESOLUTION ESTABLISHING THE MULTI-YEAR PRICE CITY CAPITAL IMPROVEMENT PLAN.

WHEREAS, Price City is desirous of adopting an official Capital Improvement Plan to allocate funding for Price City capital improvement projects; and

WHEREAS, Included within the context of the Capital Improvement Plan is a review of the Storm Water Utility projects and revenue requirements as necessary for determination of annual Storm Water Utility rates to be charged to Price City Storm Water Utility customers; and,

WHEREAS, Price City department managers and supervisors have suggested projects to be contained in a multi-year Capital Improvement Plan; and

WHEREAS, a committee of Price City elected officials and staff (“Capital Improvement Plan Review Committee”) reviewed and evaluated the proposed projects for inclusion in the multi-year Price City Capital Improvement Plan; and

WHEREAS, the Price City Capital Improvement Committee is charged, by the Price City Council, with the responsibility of considering and recommending Capital Improvement Plan implementation policy; and,

WHEREAS, adjustments to projects to be included in the Price City multi-year Capital Improvement Plan have been made reflective of budget considerations and project feasibility;

NOW, THEREFORE BE IT HEREBY RESOLVED BY THE PRICE CITY COUNCIL AS FOLLOWS:

Section 1. THAT the multi-year Capital Improvement Plan, a copy of which is attached hereto as Exhibit A, be hereby adopted as the official Capital Improvement Plan for Price City;

Section 2. THAT the said Capital Improvement Plan be reviewed and updated on an annual basis, hereafter, as a part of Price City’s annual budgeting process, and

Section 3. THAT the fees necessary to be assessed for the 2016-2017 fiscal year as they relate to the Price City Storm Water Utility shall be as follows:

1. Residential connection shall be the set at the minimum charge of \$2.00 per month;
2. Small business connections shall be set at the minimum charge of \$4.00 per month;
3. Large business connections shall be set at the minimum charge of \$6.00 per month;

Section 4. THAT all equipment and vehicle purchases (as identified differently from projects) approved herein shall be completed within six (6) months of the beginning of the fiscal year in which they appear in an approved budget and that all applicable Price City Purchasing Policy’s shall apply

Section 5. THAT the Price City Mayor, Council and staff be directed to implement the Capital Improvement Plan.

PASSED AND ADOPTED by the City Council of Price City, State of Utah, this 9th day of September 2015.

PRICE MUNICIPAL CORPORATION

By _____
Joe L. Piccolo, Mayor

ATTEST:

Sherrie Gordon, City Recorder

EXHIBIT "A"
PRICE CITY ANNUAL CAPITAL IMPROVEMENT PLAN

PUBLIC HEARING

THE PRICE CITY COUNCIL WILL CONDUCT A PUBLIC HEARING ON WEDNESDAY, SEPTEMBER 9, 2015 AT 6:00PM TO RECEIVE INPUT REGARDING THE CHARITABLE CONTRIBUTION OF THE PROCEEDS OF THE INTERNATIONAL DAYS GOLF TOURNAMENT TO LOCAL ENTITIES. ADVANCE QUESTIONS OR COMMENTS MAY BE SUBMITTED TO NICK TATTON AT 636-3184 AND THOSE COMMENTS WILL BE PROVIDED TO THE CITY COUNCIL.

PUBLISHED SEPTEMBER 1, 2015

RECOMMENDED INTERNATIONAL DAYS GOLF TOURNAMENT CHARITABLE USE OF PROCEEDS

1. PRICE CITY INTERNATIONAL DAYS FIREWORKS DISPLAY (internal)	\$1,250
2. PRICE CITY LOCAL EDUCATIONAL SCHOLARSHIP PROGRAM (internal)	<u>\$1,000</u>
	<u>\$2,250</u>
3. CARBON MINERS MEMORIAL PROJECT	\$500
4. HOPE SQUAD SUICIDE PREVENTION	\$250
5. SPENCER'S WISHES	\$250
6. PRICE FARMERS MARKET	\$100
7. CASTLEVIEW KIDS PROGRAM	\$450
8. PRICE CHAPEL ENTRY FLAG	\$900
9. USU EXTENSION WATER CONSERVATION PROGRAM	\$100
10. PRICE AMERICAN LEGION TEAM	<u>\$500</u>
	<u>\$3,050</u>

GRAND TOTAL	<u>\$5,300</u>
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THE MAYOR & CITY COUNCIL OF PRICE CITY

Carbon County Miners Memorial

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo". The signature is written in a cursive style and is positioned above a horizontal line.

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Castleview Hospital Kids Program

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Downtown Farmers Market

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Hope Squad Suicide Prevention

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Price American Legion Baseball

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Price Chapel Entryway Flag

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, likely of Joe L. Piccolo.

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Price City I.D. Fireworks

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Price City Scholarship Program

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

Spencer 's Wishes

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

THE MAYOR & CITY COUNCIL OF PRICE CITY

USU-E Water Conservation

Is Hereby Recognized For Its

Dedication to a Better Community

SEPTEMBER 9, 2015

And is Authorized to Share in the Proceeds of the Annual International Days
Golf Tournament and Charity Fundraiser



A handwritten signature in black ink, appearing to read "Joe L. Piccolo".

Joe L. Piccolo, Mayor

Minutes of the Price City Council Meeting
City Hall
Price, Utah
August 26, 2015 at 5:30 p.m.

Present:

Mayor Piccolo

Councilmembers:

Kathy Hanna-Smith

Layne Miller

Miles Nelson

Rick Davis

Kevin Droic-Chief of Police

Nick Sampinos-City Attorney

John Daniels-Human Resources Director

Gary Sonntag-Public Works Director

Sherrie Gordon-City Recorder

Excused: Councilmember Clausing, Nick Tatton-Community Director, Lisa Richens-Finance Director, and Bret Cammins-Customer Service Director

Present: Collin Faucett and Scottie Draper

1. Mayor Piccolo called the regular meeting to order at 5:36 p.m. He led the Pledge of Allegiance.
2. Roll was called with the above Councilmembers and staff in attendance.
3. PUBLIC COMMENT – No public comment was received.
4. COUNCILMEMBERS REPORT – The Councilmembers presented an update on the activities and functions in which they have participated since the last Council meeting.
Mayor Piccolo mentioned that he attended the Olene Walker Housing Loan Fund meeting. He presented to the Council an award received at the meeting.
5. LOWER ELEVATION RESERVOIR PROJECT-AGREEMENT FOR ENGINEERING SERVICES -
Based on prior involvement, experience and qualifications, it is proposed that the services of Jones & DeMille Engineering be used on this project.
Gary Sonntag, Public Works Director, reviewed the following proposed Agreement:
It is proposed that Price City enter into an Agreement for specific engineering services related to the Lower Elevation Reservoir project with Jones & DeMille with offices in Price and Richfield, Utah. Said agreement shall be an amendment under the existing General Engineering Services Agreement between the Price Municipal Corporation (City) and Jones & DeMille Engineering (JDE).
The Agreement will require that each Phase of the Lower Elevation Reservoir project and supporting projects be submitted for approval by the City. Engineering work planned in each phase will explain the scope of work detail the outline of work to be completed the anticipated time of work completion and the anticipated cost of the work.
Entering into said Agreement with JDE is qualification based and the terms of the Agreement and associated costs will be negotiated based on demonstrated competence at a fair and reasonable price for professional and engineering services in conformance with the City's purchasing rules and regulations.
JDE, at the request of local water users initiated and facilitated a gathering and discussion amongst water users and water regulators in the Price River Valley of Carbon County, Utah, addressing concerns over wise use of water resources, water conservation and developing water improvements. The Price River Watershed Council (PRWSC) has been formed and is acting as a steering group for ideas, improvement development and engineering with experienced in dam reservoirs design and construction.
It is the desire of both the City and PRWSC to continue its association with JDE and the Lower Elevation Reservoir project and supporting projects.
MOTION. Councilmember Davis made a motion to enter into the Agreement for specific engineering services related to the Lower Elevation Reservoir project with Jones & DeMille Engineering. Motion seconded by Councilmember Hanna-Smith and carried.
6. MAIN STREET RENOVATION - Presentation that describes the potential Concept Template for the improvements along Main Street comparable to what has been planned for the City Hall block with sidewalk, parkway, lighting, and landscaping.

Collin Faucett, with Jones & DeMille, presented an over-view of the proposed improvements along Main Street, south side between 100 East and 200 East. This will be a template for the rest of Main Street. Council and staff discussed ways to move forward with the project. Council suggested a committee be formed and the committee put the presentation package together to move forward and report back to Council. The committee will be named the Main Street Renovation Presentation Committee. It was suggested that a Councilmember, Gary Sonntag, Public Works Director, Nick Tatton, Community Director, and Russell Seeley, City Engineer, be part of the committee.

MOTION. Councilmember Miller made a motion to authorize staff to form a committee named the Main Street Renovation Presentation Committee, consisting of a Councilmember, Gary Sonntag, Public Works Director, Nick Tatton, Community Director, and Russell Seeley, City Engineer, and other staff, and that the committee report back to Council how the project should move forward. Motion seconded by Councilmember Nelson and carried.

PLANNING AND ZONING COMMISSION

7. **CONDITIONAL USE PERMIT** – Councilmember Hanna-Smith reported that the Planning & Zoning Commission gave a favorable recommendation on the application for a Conditional Use Permit as follows:

CLUB AND ACTIVITY LAND USE - Consideration and possible final approval recommendation for a Conditional Use Permit for the Boys and Girls Club of Carbon County for occupancy and operation at 30 East 200 South, within the Commercial 1 zoning district, Megan Marshall, Board Chair. The Planning Commission reviewed the land use and has recommended the Price City Council provide final approval for the land use including the conditions of approval below:

- a. All use and occupancy restricted until structural mitigation improvements identified in the structural engineer's report are completed finding that structurally safe buildings protect the health, safety and welfare of the community.
- b. Use of Main Level restricted and unauthorized until final inspection and approval by the Price City Fire Chief as it is related to exit signage, door removal and emergency lighting finding that compliance with safety requirements protects the health, safety and welfare of the community.
- c. Use of kitchen restricted until such time as exit signage is installed and all equipment not in use is removed and final inspection of the grease hood is completed finding that the potential for fire is mitigated with proper inspection and compliance.
- d. Use of basement restricted until final inspection and compliance with all requirements, including fire safety in the stairwell, for use of the basement are completed finding that compliance with safety requirements protects the health, safety and welfare of the community.
- e. Use of second floor above grade restricted until all safety requirements and access requirements are installed and inspected finding that compliance with safety requirements protects the health, safety and welfare of the community.
- f. Site requirements:
 - i. Area Lighting: lighting to be shaded and angled to mitigate light transference to neighboring residential uses. Lights to be on timers and motion activated.
 - ii. Drop-Off & Pick Up Zone: Boys and Girls Club to coordinate paint striping of drop off and pick up zone with Price City Public Works Department to mitigate any vehicle or pedestrian impacts.
 - iii. Off-Street Parking Lot: minimum of 9 off street parking spots completed based on the need of 4 spaces for staff and 5 spaces for visitors.
 - iv. Garbage Enclosure: Garbage dumpster location to be enclosed in a 6' sight obscuring and gated enclosure. Garbage service to be such that the size and frequency of disposal does not allow accumulations of garbage or rubbish to overflow the garbage cans.
- g. All building renovations to be completed under the auspices of a valid Price City Building Permit and safety inspection of structures and property completed by the Price City Building Inspector finding that properly constructed, renovated and inspected structures and property protect the health, safety and welfare of the community;
- h. Signage to be placed at the site only after final review and approval of site signage plan by the Price City Planning Department finding that complying signage promotes increased consistency and commercial operation identification within the community;
- i. Control of site and location entry and security of all club participants from unauthorized persons and background checks by qualified law enforcement personnel for all employees and volunteers working with children at the club finding that safety of minor children is a primary concern in the community;
- j. No conditions at the property or structure(s) that place the property or structures in violation of the Price City Property Maintenance Code, including all snow removal loading to be maintained on-site and not placed within 200 South Street or Carbon Avenue, finding that properly maintained properties and structures protect area property values and promote the goals in the Price City General Plan.

MOTION. Councilmember Hanna-Smith moved to approve the Conditional Use Permit for the Boys and Girls Club of Carbon County as recommended by the Planning & Zoning Commission with the conditions indicated. Motion seconded by Councilmember Miller and carried.

CONSENT AGENDA – **MOTION**. Councilmember Hanna-Smith moved to approve consent agenda items 8 through 13. Motion seconded by Councilmember Nelson and carried.

8. MINUTES-

a. August 12, 2015 City Council Meeting

9. LOCAL CONSENT - Consideration and possible approval of local consent for a single event beer sales permit for Notre Dame Church, Oktoberfest event, September 25-26, 2015.
10. PRICE RIVER TRAIL RESTROOM (2C-2015)— Bid opening on August 20, 2015 for site preparation for the restroom at the Price River Trail Parking Lot. The low bidder was Nelco Contractors at \$18,193.25, followed by Renegade Industrial at \$21,111.20, and B Hansen Construction at \$46,188.00. Authorization to award contract to Nelco Contractors Inc. (Budgeted).
11. STREET CLOSURE - Consideration and possible approval of closure of 200 North from Carbon Avenue to approximately 50 West, September 25-26, 2015 for Notre Dame Oktoberfest.
12. BUSINESS LICENSES - Little Wonders Child Care at 410 South 600 East, Southwestern Advantage-Rene Axl Aun (Reciprocal Business License), Rosco D. Contracting at 396 North 250 East, and Road Trip Shuttle Service at 388 North 500 East.
13. TRAVEL REQUESTS:
Debbie Worley, Price City Police Department, SWAVO Training, September 2-4, 2015, St. George, UT,
J. Scott Olsen, Street/Maintenance Supervisor, Public Works Institute Series III, American Public Works Association, September 14-17, 2015, South Jordan, UT.
Chris Pugliese, Brandon Sicilia and David Wilkinson, Price City Police Department, Investigative Strategies for Child Abduction Cases, September 14-17, 2015, Logan UT.
John Daniels, Turning Point Conference, October 1-2, 2015, Park City, UT.
Jerry Clark and Brian Berggren, Parks & Cemetery, Blackflow Prevention, November 2-6, 2016, North Salt Lake, UT.
14. COMMITTEES – Updates presented.
- a. WATER RESOURCES – Price City citizens have saved over 30% of water from what they used last year. A notice complementing citizens on their water conservation is being prepared to be printed on the utility bills.
 - b. EMERGENCY PLANNING
 - c. COMMUNITY PROGRESS - CULTURE CONNECTION
 - d. POWER COMMITTEE
 - e. INTERNATIONAL DAYS

Mayor Piccolo discussed with Council the possibility of removing Power Committee from the Committee list. Councilmembers agreed.

15. UNFINISHED BUSINESS

a. Recycling – No report provided.

The regular City Council meeting was adjourned at 6:55 p.m. by Mayor Piccolo, pursuant to the motion by Councilmember Nelson.

APPROVED:

ATTEST:

Joe L. Piccolo, Mayor

Sherrie Gordon, City Recorder

Minutes of the Special Price City Council Workshop
City Hall, Room 106
September 4, 2015 – 7:00 a.m.

Present:

Councilmembers:

Layne Miller
Kathy Hanna-Smith
Wayne Clausing
Miles Nelson

Excused: Mayor Joe Piccolo and Councilmember Davis

Present: Richard Tatton, John Daniels, and Gary Sonntag

The Council met and discussed the following items:

1. Councilmember Hanna-Smith said they had 40 vendors for the Labor Day Miners Memorial
2. Richard Tatton – PRWID report
3. Lower elevation water storage basin
4. Status of water and shares
5. Weed project on Price River Trail
6. Weed problems in town
7. Bike trails north of town linking baseball field trail with Cove Basin Trail
8. PEHP long term disability insurance changes
9. Public Works Director changes and replacement process

Meeting adjourned at 8:45 a.m.

APPROVED:

ATTEST:

Layne Miller, Mayor Pro tempore

Sherrie Gordon, City Recorder



UDOT CONSULTANT SERVICES
LOCAL GOVERNMENT CONTRACT MODIFICATION

STATE OF UTAH
UTAH DEPARTMENT OF TRANSPORTATION
ENGINEERING SERVICES
2013-2016 LG POOL (RPLQ)
COOP No.
CONTRACT No.
MOD No.

15-8586
1

Consultant
J U B Engineers Inc
Project No.: F-LC07(14)
PIN Description: 1900 East Price Phase I: Airport Road to 300 No.
Job/Proj. No.: 5433015D
PIN No.: 7162
Work Discipline: Preconstruction Engineering

This Modification is to be attached and made part of Contract No. 15-8586 between Price City referred to as the LOCAL AUTHORITY, and J U B Engineers Inc, referred to as CONSULTANT, and as approved by the Utah Department of Transportation, referred to as DEPARTMENT.
It has been determined that contract modifications are required to complete the work specified by this Contract. The CONSULTANT agrees to the modifications as specified below.

CONTRACT MODIFICATIONS

- [X] Exhibit A - The "Services Provided by the CONSULTANT" contained in "Attachment C" to the Contract is changed.
- [X] Exhibit B - The fixed fee amount, overhead rate, or hourly wages in "Attachment D, Fees" of the Contract is revised.
- [X] Exhibit B - The maximum disbursement from "Attachment D, Fees" to the Contract is increased by \$13,894.32 for a new total of \$128,994.16.
- [X] Exhibit C - The termination date for the Contract is extended to December 31, 2015.
- [X] Exhibit D - Insurance.
- [] Other:

The parties hereto agree to abide by all provisions of the original Contract as well as the provisions of this and any previous contract modifications.

IN WITNESS WHEREOF, they sign and cause this Contract Modification to be executed.

CONSULTANT - J U B Engineers Inc

By:
Title: sc Area Manager
Date: 8/13/15

UTAH DEPARTMENT OF TRANSPORTATION

By:
Title: Engineer for Preconstruction
Date: 8-13-15

DEPARTMENT COMPTROLLER'S OFFICE

LOCAL AUTHORITY - Price City

By: _____
Title: _____
Date: _____
By: _____
Title: Contract Administrator
Date: _____

Contract No. 15-8586 Mod. No. 1

EXHIBIT A

Scope of Services

The Scope of Services is expanded to allow for additional work as requested by Clayton Wilson, Region 4, in the memorandum dated July 30, 2015 on Page 3 of this Exhibit.

For further details, see Pages 2 through 7 of this Exhibit.



PM Approval Date: July 30, 2015

UDOT PM: Clayton Wilson

The Project Manager has reviewed and approved the contract/modification documents: Executive Summary, Work Plan, QC/QA Plan and Checklist, Staffing Plan, Work Schedule, and Cost Proposal.

PROJECT INFORMATION

PIN: 7162

Project No.: F-LC07(14)

Job/Proj: 5433015D

PIN Description: 1900 East Price Phase I: Airport Road to 300 No.

CONTRACT INFORMATION

CS Admin: Devon Tonks

Contract No.: 15-8586 Preliminary Engineering for New Road Construction Project

Mod No.: 1 Additional ROW Work Needed

Expiration Date: December 31, 2015

Contract/Mod Amount: \$13,894.32

Fee Type: COST PLUS FIXED FEE

Selection Method: POOL - GE / LG (RPLQ)

Period: 2013-2016 GE / LG

Phase: PRELIMINARY ENGINEERING

Disciplines: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant

Local Government

J U B ENGINEERS INC

Price City

Craig Friant

Russell Seeley

2875 SOUTH DECKER LAKE DR.

185 E MAIN

SUITE 575

PO BOX 893

SALT LAKE CITY, UT 84119

PRICE, UT 84501-0893

(435) 637-5010

RUSSELLS@PRICEUTAH.N



Local Government Approval Memo

Memo Printed on: July 13, 2015 11:09 AM



PROJECT INFORMATION

PIN: 7162
Project No.: F-LC07(14)
Job/Proj: 5433015D
PIN Description: 1900 East Price Phase I: Airport Road to 300 No.

CONTRACT INFORMATION

CS Admin: Devon Tonks
Contract No.: 15-8586
Mod No.: 1
Expiration Date: October 30, 2015
Contract/Mod Amount: \$13,894.32
Cumulative Amount: \$128,994.16
Fee Type: COST PLUS FIXED FEE
Selection Method: POOL - GE / LG (RPLQ)
Period: 2013-2016 GE / LG
Phase: PRELIMINARY ENGINEERING
Discipline: PRECONSTRUCTION ENGINEERING

CONTACTS

Consultant	Local Government
J U B ENGINEERS INC	Price City
Craig Friant	Russell Seeley
2875 SOUTH DECKER LAKE DR.	185 E MAIN
SUITE 575	PO BOX 893
SALT LAKE CITY, UT 84119	PRICE, UT 84501-0893
(801)886-9052	(435) 637-5010
cjf@jub.com	RUSSELLS@PRICEUTAH.NET

I am aware of and approve the scope, schedule and budget as negotiated by the Consultant for this contract and presented by the UDOT PM Clayton Wilson. I acknowledge UDOT has limits for Pool Contracts. The limit for this contract is \$600,000.00 for the life of the contract, including any and all future modifications.

Local Government Signature

Date

7/14/15

UDOT CMS Contract Executive Summary

Contract Number:	158586	Mod:	1	UDOT Primary Contact:	Clayton Wilson
Project Number:	F-LC07(14)	PIN:	7162		
PIN Description:	1900 East Price Phase I : Airport Road to 300 No.				

Brief Description

Project Description:

This project consists of constructing approximately 1700 feet of the roadway and drainage system on 1900 East from Airport Road to 300 North.

The city already owns the right-of-way for the new roadway and drainage system. The original contract anticipated that some slope easements might be needed at the Airport Road intersection so hours were included to prepare plans and documents for three parcels. The final roadway and drainage channel design has identified the need for easements along the entire roadway alignment, affecting a total of 10 parcels. This contract modification is for right-of-way plans and documents for an additional seven parcels that have been prepared.

Project Team

Consultant Team: J-U-B Engineers, Inc. will be the Prime Consultant.

Assumptions

None

Phasing

Phasing: This contract is expected to be completed in one phase. The construction of the project will be a separate phase with a separate contract. However, if UDOT determines that additional work or phasing is required then this contract can be modified.

Fee Type

Contract Type: This contract will be performed on a Cost Plus Fixed Fee basis. The scope and magnitude of work is well defined and therefore no changes to the scope of work are anticipated at this time.

UDOT CMS Contract Work Plan

Contract Number:	158586	Mod:	1		
Project Number:	F-LC07(14)	PIN:	7162	UDOT Primary Contact:	Clayton Wilson
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.				

Activity: J1A

J1A - Identify Right-of-Way Needs

J-U-B coordinated with the project team to identify all ROW acquisitions and identified the extent of ROW impacts to adjacent parcels along the project alignment. It was found that six additional temporary construction easements and one perpetual easement to be acquired. J-U-B performed quality control review.

Activity: J2A

J2A - Develop Right-of-Way Plans and Documents

The original Work Plan included the development of ROW plans and documents for three parcels. J-U-B developed ROW plans and documents for seven (7) additional parcels. J-U-B repeated this activity for each partial, final, and supplemental summary. The work plan limited to the preparation of ROW documents for seven (7) parcels. J-U-B performed quality control review.

UDOT CMS Staffing Plan

Contract Number:	15-8586	Mod:	1
Project Number:	F-LC07(14)	PIN:	7162
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		
	UDOT Primary Contact:		Clayton Wilson

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
WORRAL, MICHAEL	ENVIRONMENTAL QC	B.S.	UT-2774324-2202	0	\$67.41	\$64.82	10/22/2014
WILLES, JASON	SURVEY MANAGER	A.S.S.	UT-376067-2201	20	\$58.96	\$55.62	10/22/2014
POWELL, JOHN	QC/QA MANAGER	B.S.	UT-354109-2202	14	\$47.66	\$45.47	10/22/2014
FRIANT, CRAIG	PROJECT MANAGER	B.S.	UT-343731	10	\$47.65	\$45.47	10/22/2014
BEAUMONT, MARTY	DRAINAGE DESIGN LEAD	B.S.	UT-343731-2202	0	\$42.03	\$40.81	10/22/2014
HOGG, MARTI	ENVIRONMENTAL LEAD	B.S., M. A.		0	\$40.12	\$37.96	10/22/2014
LAMBERT, ROBERT	PROJECT ENGINEER	MS	UT-4856460-2202	16	\$37.03	\$36.41	10/22/2014
BARTHEL, VINCENT	BIOLOGIST	B.S., M.B.A.		0	\$41.15	\$36.25	10/22/2014
HAMILTON, TRAVIS	DRAINAGE ENGINEER	M.S.	UT-5338599-2202	0	\$35.98	\$33.01	10/22/2014
BUDGE, JONATHAN	ROW ENGINEER	B.S.	UT-8203769-2202	54	\$33.42	\$32.45	10/22/2014
HANSEN, JORDAN	GIS SPECIALIST	B.S.		0	\$25.93	\$25.17	10/22/2014
HOLM, BROOKE	BILLING	A.A.S.		0	\$26.28	\$25.10	10/22/2014
TVETEN, BRITTON	DESIGN E.I.T.	B.S.		0	\$25.43	\$24.22	10/22/2014
RUSBY, TERRY	SURVEYOR			0	\$24.60	\$24.00	10/22/2014
LARSEN, AUBREY	CLERICAL	B.S.		0	\$16.38	\$15.75	10/22/2014
Total Hours for JUB ENGINEERS INC:				114			

Pay Rate Variance Explanation

Change is due to a COLA rate change.

Exhibit A

6

of

7

UDOT CMS Staffing Plan

Contract Number:	15-8586	Mod:	1
Project Number:	F-LC07(14)	PIN:	7162
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		
	UDOT Primary Contact:	Clayton Wilson	

Alternate Staff

Employee Name	Contract Job Title	Education/Certification	License Number	Hours	Current Rate	Proposal Rate	Approval Date
LARSON, CHUCK	PROJECT MANAGER/PRINCIPAL	B.S.	UT-270270-2202	0	\$87.71	\$84.34	01/26/2015
CUKURS, ALAN	PROJECT ENGINEER	MS	ID-P-9447	0	\$48.89	\$48.89	04/07/2015
HANSEN, KASEY	GIS SPECIALIST	M.S.		0	\$40.06	\$40.06	03/16/2015
BALL, AUSTIN	STRUCTURAL ENGINEER	M.S.	UT-4939031-2203	0	\$39.66	\$39.66	05/11/2015
POWELL, SAM	PROJECT ENGINEER	B.S.	UT-5339756-2202	0	\$36.66	\$36.66	05/11/2015
SMITH, NATHAN	DRAINAGE ENGINEER	BS, MS	UT-7563792-2202	0	\$35.99	\$35.99	03/16/2015
FRASER, NEAL	GIS SPECIALIST	B.S.		0	\$35.76	\$35.76	03/16/2015
HANSEN, ROXANNE	CADD DESIGNER			0	\$34.16	\$33.59	10/22/2014
PETERS, HELEN	PLANNER	M.S.		0	\$33.13	\$33.13	03/06/2015
ASWANDI, IMANUEL	DESIGN ENGINEER	B.S. & M.S.	UT-8617277-2202	0	\$32.38	\$32.38	03/16/2015
ANDERSON, ERIC	CADD DRAFTER	A.A.		0	\$29.61	\$29.61	04/20/2015
MYERS, JUBAL	CADD DESIGNER	A.S.		0	\$29.34	\$28.85	01/13/2015
CLARK, MICHAEL	E.I.T.	B.S.		0	\$27.38	\$27.38	01/28/2015
BELL, SAMUEL	E.I.T.	B.S.		0	\$24.57	\$24.57	05/11/2015
TURNER, CHERYL	ADMIN SUPPORT			0	\$22.75	\$19.45	01/13/2015
STEPHENS, SPENCER	E.I.T.			0	\$24.52	\$18.36	10/22/2014
CLARK, JEANA	ADMIN SUPPORT			0	\$16.56	\$16.56	06/18/2015
AKINS, SHALIN	CLERICAL	B.S.		0	\$16.12	\$15.50	10/22/2014
HILTON, SHAUN	CADD TECH			0	\$15.00	\$15.00	06/18/2015
SIMMONS, GRANT	GIS INTERN			0	\$12.33	\$12.33	03/16/2015

Contract No. 15-8586 Mod. No. 1

EXHIBIT B

Fees

The maximum disbursement is increased from \$115,099.84 by \$13,894.32 for a new total of \$128,994.16 as negotiated and approved by Clayton Wilson, Region 4, in the memorandum dated July 30, 2015 on Page 3 of Exhibit A. The fixed fee amount is increased by \$1,317.56 for a new total of \$9,888.60. The overhead rate in this modification is the same as the base contract's overhead rate. The base contract was written with a FIXED overhead rate.

For further details, see Pages 2 through 4 of this Exhibit.

Contract/Modification	Amount	NTP Date	Notes
Base Contract	\$115,099.84	11/21/2014	Preliminary Engineering for New Road Construction Project
Modification No. 1	\$13,894.32	Pending	Additional ROW Work Needed
Total	\$128,994.16		

UDOT CMS Cost Proposal

Contract Number:	15-8586	Mod:	1
Project Number:	F-LC07(14)	PIN:	7162
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		
		UDOT Primary Contact:	Clayton Wilson

Labor Costs			
Employee Name	Contract Job Title	Hours	Proposal Rate
BUDGE, JONATHAN	ROW ENGINEER	54	\$32.45
FRIANT, CRAIG	PROJECT MANAGER	10	\$45.47
LAMBERT, ROBERT	PROJECT ENGINEER	16	\$36.41
POWELL, JOHN	QC/QA MANAGER	14	\$45.47
WILLES, JASON	SURVEY MANAGER	20	\$55.62
Total Hours:		114	
Total Direct Labor:			\$4,538.54
Overhead:		176.48%	\$8,009.62
Total Direct Labor plus Overhead:			\$12,548.16
Fixed Fee:		10.50%	\$1,317.56
Burdened Labor Cost:			\$13,865.72
Other Direct Charges			
ODC Item	Unit of Measure	Qty	Item Cost
0.63% OF LABOR	LUMP	28.6	\$1,000
Total Other Direct Charges:			\$28.60
Total Contract Cost:			\$13,894.32
Extended Cost			\$28.60

UDOT CMS Hours Derivation

Contract Number:	15-8586	Mod:	1
Project Number:	F-LC07(14)	PIN:	7162
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		
UDOT Primary Contact:		Clayton Wilson	

Employee Name	J1A	J2A																Total
WILLES, JASON	0	20																20
POWELL, JOHN	2	12																14
FRIANT, CRAIG	2	8																10
LAMBERT, ROBERT	4	12																16
BUDGE, JONATHAN	4	50																54

Contract Number:	15-8586	Mod:	1
Project Number:	FLC07(14)	PIN:	7162
PIN Description:	1900 East Price Phase I: Airport Road to 300 No.		
	UDOT Primary Contact: Clayton Wilson		

	J1A	J2A									Total
Firm Activity Totals:	12	102									114
	J1A	J2A									Total
Transaction Activity Totals:	12	102									114

Contract No. 15-8586 Mod. No. 1

EXHIBIT C

Contract Date

The contract completion date for the project is **extended to December 31, 2015**. The CONSULTANT is required to finish all work by the contract completion date. If additional time is required to complete this project, the CONSULTANT will be required to use the "Contract Time Extension Modification Form" located on the DEPARTMENT website.

For further details regarding the schedule, see Pages 2 through 7 of this Exhibit

ID	% Complete	WBS	Discipline Track	Activity No	Activity Name	PrTask Mod	Su	No. of Days	% Compl	Start Date	
0	95%	0			R4 - PIN7162 - 1900 East Price Phase I / A			236 day 95% Tue 9/2/14			14
2	100%	2	Z - PM	121	Project Setup			31 30 days 10... Tue 9/2/14			14
3	100%	3	B - Survey/Mapping	1B1	Develop Base Mapping/Existing Surface			4 5 days 10... Mon 12/1/14			16
4	100%	4	J - ROW Design	1J1	Identify Existing Right-of-Way			5 5 days 10... Mon 12/8/14			20
7	100%	7	Y - Design Leader	1Y2	Develop Project Design Criteria			17 5 days 10... Mon 12/1/14			24
17	100%	17	Y - Design Leader	1Y1	Prepare/Compile Scoping Review Package			18 5 days 10... Mon 12/8/14			28
18	100%	18	V - Meeting	1V2	Scoping Meeting			19 1 day 10... Mon 12/15/14			2
19	100%	19			SCOPING COMPLETE			220 days 10... Mon 12/15/14			6
20	100%	20	U - Utilities	2U1	Utility & Railroad Identification			28 35 days 10... Mon 12/1/14			10
21	97%	21	M - Materials	2M1	Develop Pavement Design and Report			28 35 days 97% Mon 12/1/14			14
23	100%	23	E - Environmental	2E1	Analyze Environmental Resources			34 20 days 10... Mon 12/1/14			18
24	100%	24	Q - Roadway Hydraulics	2Q1	Develop Initial Roadway Drainage			28 26 days 10... Tue 12/16/14			22
26	100%	26	R - Roadway	2R1	Model Initial Roadway Design			28 9 days 10... Tue 12/16/14			26
28	100%	28	Y - Design Leader	2Y1	Prepare/Compile Geometry Review Pack			29 10 days 10... Mon 1/26/15			30
29	100%	29	V - Meeting	2V1	Geometry Review Meeting			30 1 day 10... Mon 2/9/15			3
30	100%	30			GEOMETRY REVIEW COMPLETE			410 days 10... Mon 2/9/15			7
34	100%	34	E - Environmental	3E1	Write Categorical Exclusion Document & 23			49 34 days 10... Tue 12/30/14			11
42	100%	42	Q - Roadway Hydraulics	3Q1	Complete Roadway Drainage Design			48 10 days 10... Tue 2/10/15			15
44	100%	44	R - Roadway	3R1	Complete Roadway Design			48 10 days 10... Tue 2/10/15			19
48	100%	48	Y - Design Leader	3Y1	Prepare/Compile Plan-in-Hand Review P:39			49 10 days 10... Wed 2/25/15			23
49	100%	49	V - Meeting	3V1	Plan-in-Hand Review Meeting			50 1 day 10... Wed 3/11/15			27
50	100%	50			PLAN-IN-HAND STAGE COMPLETE			570 days 10... Wed 3/11/15			31
56	100%	56	P - Public Involvement	4P1	Revise/Implement Public Involvement Pl:19			67 31 days 10... Tue 12/16/14			35
57	100%	57	Q - Roadway Hydraulics	4Q1	Complete Drainage/Irrigation Plan Sheet:50			66 10 days 10... Thu 3/12/15			39
58	100%	58	R - Roadway	4R1	Complete Roadway Plans & Documents			66 16 days 10... Thu 3/12/15			43
66	100%	66	Y - Design Leader	4Y1	Prepare/Compile PS&E Review Package			67 28 days 10... Thu 3/26/15			47
67	100%	67	V - Meeting	4V1	Plans, Specifications & Estimate (PS&E) R:65			68 1 day 10... Tue 5/5/15			51
68	100%	68			PS&E COMPLETE			800 days 10... Tue 5/5/15			55
9	100%	69	J - ROW Design	1JA	Identify Right-of-Way Needs			70 4 days 10... Tue 12/16/14			59
8	100%	78	Y - Design Leader	5Y1	Incorporate PS&E Review Comments			82 11 days 10... Wed 5/6/15			63
9	100%	79	V - Meeting	5V1	Comment Resolution Review Meeting			85 1 day 10... Thu 5/21/15			67
0	100%	80	A - Aesthetics/Landscap	5A1	Prepare SWPPP Package for Constructor			85 3 days 10... Wed 5/6/15			71
2	50%	82	L - ROW Acquisition	5L1	Deliver Right-of-Way Certification			85 25 days 50% Thu 5/21/15			75

Task	External Tasks	Manual Task	Finish-only	Slack
Split	External Milestone	Duration-only	Deadline	
Milestone	Inactive Task	Manual Summary Rollup	Critical	
Summary	Inactive Milestone	Manual Summary	Critical Split	
Project Summary	Inactive Summary	Start-only	Progress	

ject: R4 - PIN7162 - 1900 East
e: Wed 7/22/15

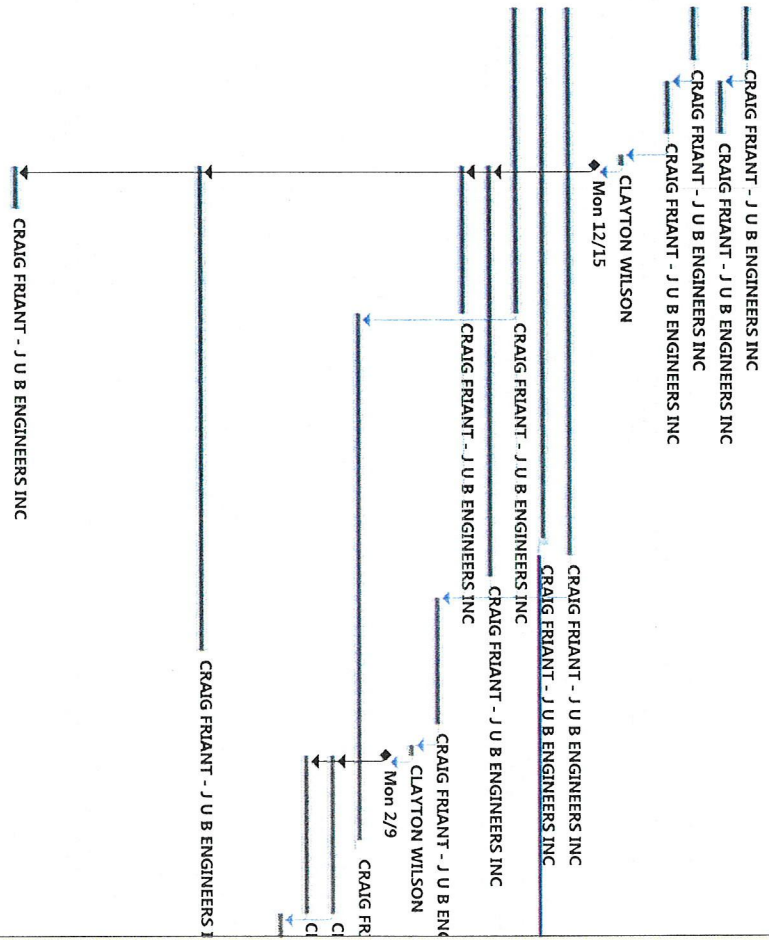
ID	WBS	Discipline Track	Activity No	Activity Name	PriTask	SubNo. of		% Compl	Start Date																				
						Mod	Days			12	16	20	24	28	2	6	10	14	18	22	26	30	3	7	11	15	19	23	
83	50%	83	U - Utilities	SU1	Deliver Utility Certification	78	85.1 day	50%	Thu 5/21/15																				
85	50%	85	Z - PM	522	Prepare Submit & Process for Advertisen 83	86	86.8 days	50%	Fri 7/31/15																				
86	0%	86			PRECONSTRUCTION COMPLETE	85	0 days	0%	Tue 8/11/15																				

Task	External Tasks	Manual Task	Finish-only	Slack
Split				
Milestone				
Summary				
Project Summary				

ject: R4 - PIN7162 - 1900 East
e: Wed 7/22/15

Aug 31 '14 Sep 14 '14 Sep 28 '14 Oct 12 '14 Oct 26 '14 Nov 9 '14 Nov 23 '14 Dec 7 '14 Dec 21 '14 Jan 4 '15 Jan 18 '15 Feb 1 '15 Feb 15 '15
27 31 4 8 12 16 20 24 28 2 6 10 14 18 22 26 30 3 7 11 15 19 23 27 1 5 9 13 17 21 25 29 2 6 10 14 18 22 26 30 3 7 11 15 19 23

CLAYTON WILSON



Task	External Tasks	Manual Task	Finish-only	Slack
Split				
Milestone				
Summary				
Project Summary				

ject: R4 - PIN7162 - 1900 East
e: Wed 7/22/15

Mar 1, '15 Mar 15, '15 Mar 29, '15 Apr 12, '15 Apr 26, '15 May 10, '15 May 24, '15 Jun 7, '15 Jun 21, '15 Jul 5, '15 Jul 19, '15 Aug 2, '15 Aug 16, '15
27 3 7 11 15 19 23 27 31 4 8 12 16 20 24 28 2 6 10 14 18 22 26 30 3 7 11 15 19 23 27 1 5 9 13 17 21 25 29 2 6 10 14 18 22 26

ENGINEERS INC

RIANT - J U B ENGINEERS INC

CRAIG FRIANT - J U B ENGINEERS INC

CRAIG FRIANT - J U B ENGINEERS INC

CRAIG FRIANT - J U B ENGINEERS INC

CLAYTON WILSON

Wed 3/11

INC

INC

CRAIG FRIANT - J U B ENGINEERS INC

CRAIG FRIANT - J U B ENGINEERS INC

CRAIG FRIANT - J U B ENGINEERS INC

CLAYTON WILSON

Tue 5/5

CRAIG FRIANT - J U B ENGINEERS INC

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Project: R4 - PIN7162 - 1900 East
e: Wed 7/22/15

Task	External Tasks	Manual Task	Finish-only	Slack
Split	External Milestone	Duration-only	Deadline	
Milestone	Inactive Task	Manual Summary Rollup	Critical	
Summary	Inactive Milestone	Manual Summary	Critical Split	
Project Summary	Inactive Summary	Start-only	Progress	



Task	External Tasks	Manual Task	Finish-only	Slack
Split				
Milestone				
Summary				
Project Summary				

EXHIBIT D

Insurance

As stated in the Contract Attachment B Standard Terms and Conditions, services to be provided by the CONSULTANT under this contract are required to be covered by insurance. The CONSULTANT'S insurer must be authorized to do business in Utah and must meet the specified A.M. Best rating or better at the time this contract is executed. Insurance shall be maintained in force until all activities which are required by this contract or as changed by contract modification are completed and accepted by the DEPARTMENT.

Insurance	Waived	Expiration Date	Insurance Carrier	Policy Number	Each Occurrence Limit	General Aggregate Limit	Additional Endorsement
AUTOMOBILE LIABILITY	N	8/1/2016	TRAVELERS INDEMNITY CO OF AMERI	BA7776N058	\$1,000,000	\$0	Y
EXCESS/UMBRELLA LIABILITY	N	8/1/2016	TRAVELERS INDEMNITY CO	CUP-1C547849	\$9,000,000	\$9,000,000	N
GENERAL LIABILITY	N	8/1/2016	TRAVELERS INDEMNITY CO OF CT	6807769N196	\$1,000,000	\$2,000,000	Y
HEALTH INSURANCE HB 331-2009	N	2/6/2015	MERCER	000000	\$0	\$0	N
PROFESSIONAL LIABILITY	N	4/2/2016	XL SPECIALTY INSURANCE CO	DPR9721570	\$5,000,000	\$5,000,000	N
WORKERS COMPENSATION	N	8/1/2016	TRAVELERS CASUALTY & SURETY	UB0540T503	\$1,000,000	\$0	N



CARBON
County
UTAH

Barry Horsley – Director
IT / Communications Department
751 E 100 N Suite
Price, Utah 84501

Mr. Joe Piccolo and Price City Council
185 West Main Street
Price, UT 84501

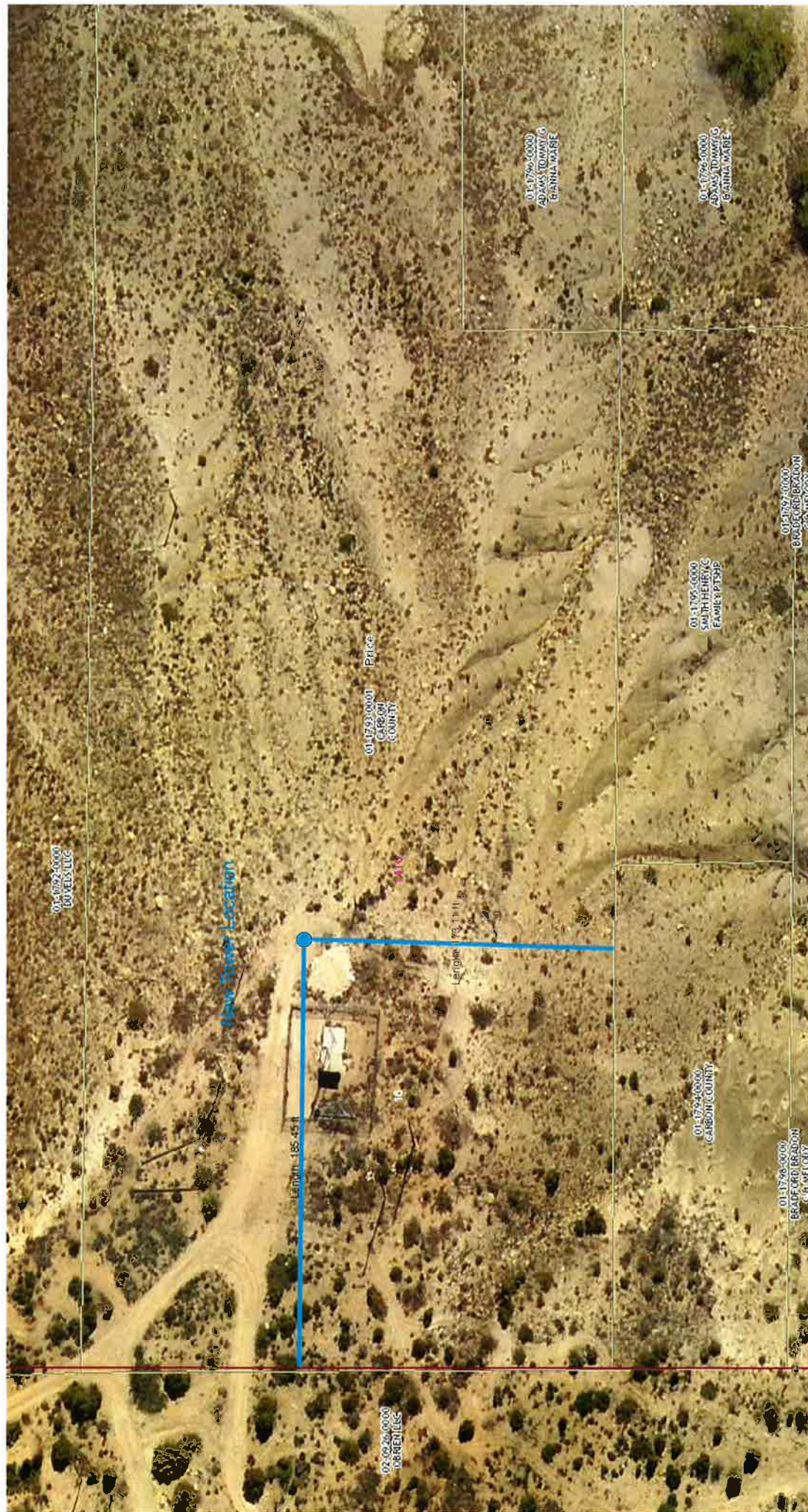
Re: Carbon County Wood Hill TV Site

Dear Mr. Piccolo and Council Members:

Carbon County Communications is requesting that Price City waive the building permit fees associated with the construction of a tower at the Wood Hill TV site on parcel 01-1793-0001. This is to improve service to northeast Price. We understand that if a waiver cannot be granted, Carbon County Communications will be responsible for the payment of those fees. Thank you for your consideration of this request. Please contact me if you need more information or if you have any questions.

Sincerely,
Carbon County IT / Communications

Barry Horsley
IT / Communications Director



AGREEMENT

This **construction agreement** dated _____, _____ is made by and between **Price Municipal Corporation**, a Utah municipality (**City**), 185 East Main Street, Price, Utah and **PRECISION CONCRETE CUTTING, INC.**, an independent contractor ("**Precision**"), 3191 North Canyon Road, Provo, Utah.

RECITALS:

- A. Precision has significant experience in removing trip hazards from sidewalks.
- B. City is in need of such services.
- C. City desires to enter into an agreement with Precision, as an independent contractor, for the removal of trip hazards from sidewalks within the City.
- D. The parties have determined that it is mutually advantageous to enter into this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, mutual covenants and undertakings set forth below, the parties hereby agree as follows:

1. **Employment of Precision.** City agrees to engage Precision and Precision agrees to furnish all services necessary or desirable, up to the maximum contract amount as set forth in paragraph 3 below, to remove designated trip hazards from sidewalks within the City. Precision shall only remove such trip hazards from sidewalks as directed in writing by City. (All such services are collectively referred to herein as the ("**Services**").

2. **Detailed Description of the Services.** Precision shall do, perform, and carry out in a good, workmanlike and professional manner, the following Services:

(a) **Eliminate Trip Hazards.** All trip hazards will be saw cut in complete accordance with the requirements of the Americans with Disabilities Act (ADA). Each offset will be tapered at a *minimum* 1:12 slope and shall have smooth uniform appearance and texture. Method of trip hazard removal shall entail precise saw ***cutting*** of the concrete only leaving a smooth surface. Grinding or pulverization of the concrete is NOT acceptable or allowed.

(b) **Saw Cut.** All saw work shall be done with hand-held electric powered equipment, capable of cutting at any angle and able to remove the concrete completely to all edges of the trip hazard and around obstacles that may be encountered.

(c) **Cleaning.** All debris and concrete dust shall be cleaned by Precision from the sidewalk surface as well as surrounding areas, street, sidewalks, driveways,

landscaping or other objects in vicinity of work. Any damage to adjacent landscaping, sprinklers, grass, etc. shall be returned to as good a condition as existed prior to such work.

(d) Dust. Precision shall prevent the creation, accumulation and drifting of dust that would otherwise create an air-borne health hazard to nearby persons and property.

(e) Obstacles. Precision shall not create obstacles or interference to pedestrian traffic, entrances to businesses and vehicular traffic.

(f) For purposes of this Agreement, Precision Concrete Cutting is the sole-provider of this service and in particular this method of concrete cutting. Refer to exhibit "A" which is attached hereto and made a part hereof by this reference.

3. **Fees for Services.** City shall pay Precision for Services actually performed, provided, however, that the maximum amount to be paid to Precision for all Services shall not exceed \$21.95 per inch-foot and \$10,000 for total project cost.

4. **Method of Payment.** Precision shall submit monthly to City a detailed invoice setting forth the Services performed in accordance with the formula for saw cutting calculations as set forth on exhibit "A". Provided that the aggregate amount of all previous detailed invoices and the current invoice does not exceed the total compensation provided for in section 3 hereof, then City shall pay the amount set forth in the current invoice within thirty (30) days of its receipt thereof.

5. **Services Performed in a Professional, Reasonable Manner.** The Services shall be provided by Precision in a professional manner in compliance with all laws and applicable standards of performance. Subject to the foregoing, the exact nature of how the Services are to be performed and other matters incidental to providing the services shall remain with Precision.

6. **Equipment and Facilities.** For purposes of performing the Services, Precision shall furnish and supply at its sole cost all necessary labor, supervision, equipment, tools and supplies necessary and incidental to performing the Services.

7. **Indemnity.** Precision shall defend, indemnify, save and hold harmless City including its elected and appointed officials, employees, agents and contractors from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or in equity, including reasonable attorneys' fees and costs of suits, relating to or arising from Precision providing the Services to City. Nothing herein shall be construed to require Precision to indemnify City against City's sole negligence.

8. **Term.** This Agreement shall be effective as of the date hereof and shall terminate at 11:59:59 p.m. on June 30, 2016.

9. **Assignment and Delegation.** Precision will not assign or delegate the performance of its duties under this Agreement without the prior written approval of City.

10. **Employment Status.**

a. **Official Status.** Precision shall have complete control and discretion over all personnel providing Services hereunder. All such personnel shall be and remain employees of Precision shall be considered to be independent contractors and not as employees of City.

b. **Salary and Wages.** City shall not have any obligation or liability for the payment of any salary or other compensation to personnel providing Services hereunder.

c. **Employment Benefits.** All personnel providing Services hereunder are and shall remain employees of Precision. All personnel providing Services shall have no right to any City pension, civil service or any other City benefits pursuant to this Agreement or otherwise.

11. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party.

12. **Insurance.**

Precision shall carry adequate insurance on itself as insured, and City as an additional insured, to protect itself and City from any and all claims, demands, actions, judgments, costs, expenses, and liabilities, of every kind and nature which may arise or result directly or indirectly from or by reasons of any loss, injury, or damages. Precision shall maintain at its own expense, during the term of this Agreement, the following types of insurance and minimum coverage limits and shall provide certificates to City verifying such coverage as follows:

<u>Insurance Coverage</u>	<u>Minimum Coverage Limits</u>
Worker's Compensation and Employer's Liability . . .	Statutory
Commercial General Liability (bodily injury	\$1,000,000 each occurrence
and property damage combined).	\$1,000,000 aggregate
Automobile Liability (bodily injury	\$1,000,000 each occurrence
and property damage combined).	\$1,000,000 aggregate

All insurance certificates shall provide for at least thirty (30) days notice from insurer to City before coverage is canceled or materially changed.

All insurance certificates shall identify City as an additional insured.

13. **Notice.** Any notice required or permitted to be given hereunder shall be deemed sufficient if given by a communication in writing and shall be deemed to have been received (a) upon personal delivery or actual receipt thereof, or (b) within three days after such notice is deposited in the United States Mail, postage prepaid, and certified and addressed to the parties as set forth below:

City: Price Municipal Corporation (Price City)
185 East Main Street
P.O. Box 893
Price, Utah 84501

Precision: Precision Concrete Cutting
3191 North Canyon Rd.
Provo, UT 84604

14. **Claims and Disputes.** Claims, disputes and other issues between the parties arising out of or related to this Agreement, shall be decided by litigation in the Seventh Judicial District Court in and for Carbon County, Utah. Unless terminated pursuant to provisions hereof or otherwise agreed in writing, Precision shall continue to perform the Services during any such litigation and City shall continue to make payments to Precision in accordance with the terms of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. **Titles and Captions.** All section or subsection titles or captions herein are for convenience only. Such titles and captions shall not be deemed part of this Agreement and shall in no way define, limit, augment, extend, or describe the scope, content or intent of any part or parts hereof.

17. **Pronouns and Plurals.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plurals and vice versa.

18. **Applicable Law.** The provisions hereof shall be governed by and construed in accordance with the laws of the State of Utah.

19. **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto.

20. **Time.** Time is the essence hereof.

21. **Survival.** All agreements, covenants, representations and warranties contained herein shall survive the execution of this Agreement and shall continue in full force and effect throughout the term of this Agreement.

22. **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any party may, by notice delivered in the manner provided in this Agreement, but shall be under no obligation to, waive any of its rights or any

conditions to its obligations hereunder, or any duty, obligation or covenant of any other party. No waiver shall affect or alter the remainder of this Agreement but each and every other covenant, agreement, term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.

23. **Rights and Remedies.** The rights and remedies of the parties hereto shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions hereof.

24. **Severability.** In the event that any condition, covenant or other provision hereof is held to be invalid or void, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

IN WITNESS WHEREOF, Price Municipal Corporation caused this Agreement to be signed by its mayor and attested by its city recorder and delivered; and Precision Concrete Cutting has caused the same to be signed and delivered.

Price Municipal Corporation

By: _____
Joe L. Piccolo, Mayor

ATTEST

Laurie Tryon, City Recorder

Approved per City Council action on: Date: _____

PRECISION CONCRETE CUTTING

By: _____
Jared Taylor; Its: _____
Date signed: _____

Exhibit “A”

The fee paid to Precision for Services shall be \$26.95 per inch-foot.

Inch-feet shall be calculated by multiplying the average depth of the cut by the width of the cut. Example Only: If a joint is cut 1” on one side and tapered to 0” on the other, a full 4-foot width of the sidewalk, it shall be calculated as follows:

$$\frac{1'' + 0''}{2} \times 4' = 2 \text{ inch-feet}$$

$$2 \times 26.95 = \$53.90$$

All invoices must show the cut depth, size, length, width, address location (or distance from reference point) and inch-feet calculations.

Precision Concrete Cutting removal of trip hazards to the specifications of this contract are protected by the patent numbers listed below by the US Patent and Trademark office. Precision Concrete Cutting is the sole-sourced provider of this type of work.

U.S. Pat. No. 6,827,074

U.S. Pat. No. 6,896,604

U.S. Pat. No. 7,000,606

U.S. Pat. No. 7,143,760

U.S. Pat. No. 7,201,644

U.S. Pat. No. 7,402,095

Account No: 3160
Business Activity: 453
Fee: \$100 P1 7-8-15



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ **Renewal** (check and show changes only on form below)

Business Information

Business Status: ☒ New Business ☐ Location Change ☐ Name Change ☐ Ownership Change

Business Name (include DBA): FIRST & FOR MOST

If Name Change, list previous name:

Business Address: 37 E MAIN

Suite/Apt. No.:

City: PRICE

State: UT

Zip Code: 84501

Business Telephone: (435) 613-4118

Business E-mail: firstandformost2015@gmail.com

Business Fax:

Mailing Address (if different)
44 W MAIN

City: PRICE

State: UT

Zip Code: 84501

Property Owner's Name: DAVID PLATT

Property Owner's Telephone: (435) 637-4110

Type of Organization: ☐ Corporation ☐ Partnership ☒ Sole Proprietorship ☐ LLC
(Include copy of name registration with the State of Utah)

Type of Business: ☒ Commercial ☐ Home Occupation ☐ Reciprocal **Building Occupancy Type:**

Nature of Business: ☐ Manufacturing ☒ Retail ☐ Wholesale ☐ Services ☐ Other:

Opening Date: 8/1/15 **Business Hours:** From 10 To 5 (M T W T F S) SU (please circle)

Detailed Description of Business:

BOUQUETTE

Commercial Square Feet:

No. of Mobile Home Spaces: —

No. of RV Spaces: —

State Sales Tax I.D. No. (Include copy or proof of exemption): 11835817

Federal Tax I.D. No. (Include copy, if applicable): 87-0356476

State License No. (Include copy, if applicable): 9445937-0151

State License Type:

THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. **Check all that apply.**

- ☐ Alcoholic Beverages
- ☐ Eating Establishment
- ☐ Taxi Cab/Motor Carrier
- ☐ Pawnbroker
- ☐ Sexually Oriented Business

NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the Consent to a Background/Criminal History Check form included with this application.

If applicant is a SOLE PROPRIETOR, complete this section.

Owner's Name: **JACKIE K DAVIS**

Owner's Address: **44 W MAIN**

Suite/Apt. No.:

City: **PRICE**

State: **UT**

Zip Code: **84501**

Owner's Telephone:
(435) 650-0292

Owner's E-mail:
priceflord@gmail.com

Owner's Fax:

Owner's Birth Date:
10/31/58

Owner's Drivers License No. (include state & provide copy): **146200411**

Manager Information (if applicable)

Manager's Name:

Manager's Address:

Suite/Apt. No.:

City:

State:

Zip Code:

Manager's Telephone: ()

Manager's E-mail:

Manager's Fax:

Manager's Birth Date:

Manager's Drivers License No. (include state):

If applicant is a CORPORATION, PARTNERSHIP, OR LLC, complete this section.

ALL OFFICERS (First/Middle/Last)	HOME ADDRESS (City, ST, Zip)	HOME TELEPHONE
1.		()
2.		()
3.		()
TITLE	DATE OF BIRTH (MM/DD/YYYY)	DRIVERS LICENSE NO. (Include copy)
1.	/ /	# ST
2.	/ /	# ST
3.	/ /	# ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.


Signature of Owner/Agent

7/8/15
Date

JACKIE K DAVIS
Please Print Name

OWNER
Title

Please Print Name

Title

Please allow at least 10 working days for your application to be processed.

Office Use Only

Approvals:

Business Licensing: _____

Fire: _____

Inspection: _____

Police: _____

P & Z: _____

Other: _____

Date Approved: _____

Account No: 3193
Business Activity: 4471
Fee: \$100



BUSINESS LICENSE APPLICATION

Send all completed and properly signed forms (including attachments as necessary) along with applicable licensing fees to: Price City Business Licensing, P.O. Box 893, 185 East Main, Price, UT 84501. For questions call (435) 636-3183.

PLEASE TYPE OR PRINT LEGIBLY.

☐ **Renewal** (check and show changes only on form below)

Business Information			
Business Status: <input checked="" type="checkbox"/> New Business <input type="checkbox"/> Location Change <input type="checkbox"/> Name Change <input type="checkbox"/> Ownership Change			
Business Name (include DBA): Blue Mountain Auto Sales, LLC			
If Name Change, list previous name:			
Business Address: 1375 South 100 East		Suite/Apt. No.:	
City: Price	State: Utah	Zip Code: 84501	
Business Telephone: (435) 637-3353	Business E-mail:	Business Fax:	
Mailing Address (if different)		City:	State: Zip Code:
Property Owner's Name: Christopher R. Burton		Property Owner's Telephone: (435) 650-4516	
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> LLC (Include copy of name registration with the State of Utah)			
Type of Business: <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Home Occupation <input type="checkbox"/> Reciprocal		Building Occupancy Type:	
Nature of Business: <input type="checkbox"/> Manufacturing <input checked="" type="checkbox"/> Retail <input type="checkbox"/> Wholesale <input type="checkbox"/> Services <input type="checkbox"/> Other:			
Opening Date: <u>May 21, 2015</u> Business Hours: From <u>9</u> To <u>5</u> M T W T H F S S U (please circle)			
Detailed Description of Business: Auto Sales			
Commercial Square Feet:		No. of Mobile Home Spaces:	
No. of RV Spaces:			
State Sales Tax I.D. No. (Include copy or proof of exemption):		Federal Tax I.D. No. (Include copy, if applicable): <u>47-4529926</u>	
State License No. (Include copy, if applicable): <u>15506348</u>		State License Type:	
THE FOLLOWING LICENSES ARE SUBJECT TO ADDITIONAL REQUIREMENTS. Please contact the Business Licensing Officer (City Treasurer) at (435) 636-3161, or 185 East Main, for more information. Check all that apply. <input type="checkbox"/> Alcoholic Beverages <input type="checkbox"/> Eating Establishment <input type="checkbox"/> Taxi Cab/Motor Carrier <input type="checkbox"/> Pawnbroker <input type="checkbox"/> Sexually Oriented Business			

NOTE: If applying for any of these businesses, other than an Eating Establishment, please complete the **Consent to a Background/Criminal History Check** form included with this application.

If applicant is a SOLE PROPRIETOR, complete this section

Owner's Name: Christopher R. Burton

Owner's Address: 1375 South 100 East

Suite/Apt. No.:

City: Price

State:

UT

Zip Code: 84501

Owner's Telephone:

(801) 623-3216

Owner's E-mail:

chrisburton72@gmail.com

Owner's Fax:

Owner's Birth Date:

March 19, 1972

Owner's Drivers License No. (include state & provide copy): 161243971 UT

Manager Information (if applicable)

Manager's Name:

Manager's Address:

Suite/Apt. No.:

City: Price

State:

Utah

Zip Code:

Manager's Telephone: ()

Manager's E-mail:

Manager's Fax:

Manager's Birth Date:

Manager's Drivers License No. (include state):

If applicant is a CORPORATION, PARTNERSHIP, OR LLC, complete this section

ALL OFFICERS (First/Middle/Last)

HOME ADDRESS (City, ST, Zip)

HOME TELEPHONE

1. Christopher Ross Burton

391 N 1340 E

(801) 623-3216

Provo, UT 84606

2.

()

3.

()

TITLE

DATE OF BIRTH (MM/DD/YYYY)

DRIVERS LICENSE NO. (Include copy)

1. Owner/Manager

03 / 19 / 1972

161243971 ST UT

2.

/ /

ST

3.

/ /

ST

I am aware that this application does not constitute approval to operate a business. I hereby agree to conduct said business strictly in accordance with the laws and ordinances covering such business, and swear under penalty of law that the information contained herein is true.

Signature of Owner/Agent

Date

Christopher R. Burton

Owner/Manager

Please Print Name

Title

☒ Please allow at least 10 working days for your application to be processed.

Office Use Only

Applicant:

Business Name:

Fee:

Inspection:

Phone:

Fax:

Office:

Date Received: